



Membership Agreement

You agree and acknowledge that you are entering into this Membership Agreement (the “Agreement”) for a one-year membership with KidSpace, Inc. (“KidSpace”) By entering into this Agreement, you agree to the following terms and conditions:

1. **Membership:** Your membership will begin on the day that you enter into this Agreement. Your membership includes unlimited visits to our KidSpace location at 6805 W. 88th Ave., Westminster, CO 80021 during normal business hours. Additional events such as birthday party rentals, day camps, and Parents’ Night Out events are not included in this membership.

2. **Credit Card Charges.** KidSpace uses WorldPay to provide billing services. By entering your credit card information, you agree and acknowledge that you will be bound by WorldPay’s terms of use and privacy policy in addition to our policies. You will be billed monthly for your membership for the initial one-year term and until such time that this Agreement is terminated after the initial one-year term.

3. **Term.** The initial term of this Agreement is one year. After the one-year period, your membership will be renewed on a month to month basis until this Agreement is terminated.

4. **Disputes.** You agree to submit any disputes regarding any charge to your account in writing to KidSpace within thirty (30) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge.

5. **Activity Descriptions.** In describing and portraying the activities available for use at KidSpace, we attempt to be as accurate as possible. However, we do not warrant that the activity descriptions are accurate, complete, reliable, current, or error-free. We reserve the right to correct any typographical errors, inaccuracies, or omissions that may relate to the activities. In addition, why we strive to have all activities available during normal business hours, there may be times that certain activities are closed. We apologize for any inconvenience.

6. **Modifications.** Any activities offered at KidSpace are subject to modification or discontinuation at any time and from time to time without notice or obligation to you.

7. **Monthly Membership.** By purchasing a membership, you acknowledge that your membership has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to termination. Your membership is for one year and then it will be automatically extended for successive monthly periods and your payment method will automatically be charged for each monthly period at the then-current membership rate. If you terminate this Agreement the first year it is in effect, you will still be billed monthly through the end of the initial one-year term of the Agreement. After the initial one-year term, you can cancel at any time without penalty. Upon termination after the initial one-year term, your membership will end on the last day of your membership period after cancellation. We do not refund partial amounts based on the date you cancel. To cancel, you must email KidSpace at



meghan@kidspacefec.com or come in person to KidSpace to terminate. You agree and acknowledge that KidSpace will bill your credit card on file monthly. Should your billing method fail at any time, your membership will be suspended until your billing information is updated. You are required to continue monthly payments even when your membership is suspended and your account must be brought current to resume membership.

8. Waiver. You agree and acknowledge that all participants in any KidSpace activity must have a signed waiver on file to participate in any activity.

9. Termination of Agreement. KidSpace may terminate this Agreement at any time. Without limiting the foregoing, KidSpace shall have the right to immediately terminate your use of any activities at KidSpace in the event of any conduct by you or the children under your control that KidSpace, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement.

10. Waiver. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11. Time for Claims. YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THIS OR ANY OTHER SITES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE DISPUTE, CLAIM OR CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH DISPUTE, CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

12. Headings. The headings and captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this contract, or the intent of any provisions hereof.

13. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect.

14. Governing Law; Venue and Jurisdiction. By using the Site and/or purchasing products from this Site, you agree that the laws of the State of Colorado, without regard to principles of conflict of laws, will govern this Membership Agreement and any dispute of any sort that might arise between you and KidSpace. You agree not to commence or prosecute any action in connection therewith other than in the state courts of Jefferson County, Colorado, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state courts of Colorado.



15. No Assignment. No modification or amendment of this Agreement shall be valid unless in writing.

16. Successors and Assigns. Rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

17. Electronic Communications. You consent to receive electronic communications from KidSpace either in the form of email sent to you at the email address listed on your account. You acknowledge and agree that any electronic communication in the form of such email will satisfy any legal requirement that such communication be in writing.

Signature

Date

Children under 18 years old
